

## **EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into as of February 14, 2019, by and between The Einstein Group, Inc., a Louisiana non-profit corporation, ("Employer" or "Charter Organization"), and Michael McKenzie, an individual resident of New Orleans, Louisiana ("Executive").

### **1     Employment Term and Duties.**

(a) Unless Executive's employment is terminated at an earlier date, this Agreement shall continue in full force and effect from the effective date entered above until June 30, 2020, subject to the provisions governing early termination of this Agreement contained herein.

(b) Executive shall devote substantially all of his/her business time, energy and skill to performing services for the Employer, provided that Executive may participate in civic organizations as long as it does not interfere with his/her responsibilities hereunder. Executive shall have general supervision, direction and control of the business and affairs of the Charter Organization as directed by the Board of Trustees of the Charter Organization and will perform such other duties as may be prescribed from time to time by the Board of Trustees of the Charter Organization or its Chair.

### **2.     Compensation and Benefits.**

(a) Employer shall pay to Executive a salary at the rate of \$160,000.00 per year payable in equal bi-weekly payments or such other payment schedule agreed to by the Parties. During the employment term, Executive's base salary may be increased from time to time by the Board in its discretion.

(b) Executive shall be enrolled in all benefit plans provided to employees of Charter Organization, including any life and health insurance and short or long term disability plans established and workman's compensation, on the same terms as all other employees.

(c) Except as approved by the Board Chair, Executive will follow the vacation time and holiday policy contained in the Employee Handbook established by Charter Organization.

(d) Well documented, customary and reasonable business expenses under \$500 associated with Executive's employment will be reimbursed upon approval by the Chairman of the Board of Trustees of the Charter Organization. Expenses in excess of \$500 will require advance approval from the Board or its designee(s). The Board of Trustees of the Charter Organization will approve in advance a budget for all such expenses that shall be strictly followed by Executive.

### **3.     Termination of Employment.**

(a) Executive's employment will terminate immediately upon Executive's death, or if Executive is rendered incapable because of physical or mental illness of satisfactorily discharging her duties and responsibilities under this Agreement.

(b) Employer may terminate Executive's employment for cause. "Cause" means (i) Executive's willful and continued failure to perform his/her duties under this Agreement (other than any such failure resulting from disability as specified above); (ii) the Board determines in good faith that Executive has engaged in misconduct; (iii) Executive is found or pleads guilty to having committed a criminal act (other than traffic violations or misdemeanors punishable solely by the payment of monetary fines); or (iv) the Charter Organization determines in good faith that Executive has materially breached his/her obligations under this Agreement.

(c) Employer, in its sole discretion, may terminate Executive's employment other than for death, disability or cause upon giving Executive 90 days advance written notice of its intention to terminate. Executive in his/her sole discretion may terminate his/her employment subject to providing at least 90 days advance written notice.

4. **Miscellaneous.**

(a) This Agreement will be binding upon the Charter Organization and any successors or assigns.

(b) This Agreement will be governed by and interpreted in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of February 14, 2019.

**The Einstein Group, Inc.**

 02-14-19  
Chair- Durtell L. Laurent

 2-13-19  
Employee - Michael McKenzie